# COCONINO COUNTY JAIL DISTRICT NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Directors for furnishing the following items or services to Coconino County Jail District as follows:

UNTIL: <u>June 2<sup>nd</sup>, 2015 at 2:00 pm</u> FOR

RFP NUMBER: **2015-110** 

ITEM: Inmate Mental Health Services

Specifications and proposal forms are available upon request. For any questions, contact Coconino County Purchasing Department, 219 E. Cherry Ave., Flagstaff, Arizona 86001. Telephone (928) 679-7190 or visit the County web site at <a href="http://www.coconino.az.gov/purchasing">http://www.coconino.az.gov/purchasing</a>

Proposals shall be opened and the names of the Proposers publicly read in the meeting room of the Board of Supervisors, Flagstaff, Arizona. Details of each proposal shall <u>not</u> be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award recommendation made. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to the District. Other factors to be considered may include, but are not limited to, quality, uniformity of product and Proposer's past performance on other contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if the Board of Directors determines that rejection is in the public interest.

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Wendy Escoffier, Clerk Board of Directors Coconino County Jail District, Arizona

#### INSTRUCTIONS TO PROPOSERS

- 1. PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND FOUR COPIES. In submitting Proposals, please reference the serial Proposal number on the envelope/package for the purpose of identification. All Proposals shall be submitted with original ink signatures by the person authorized to sign.
- 2. Proposals shall be delivered to and time stamped by the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue Second Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the RFP and the name of the Proposer. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor "faxed" proposals shall be accepted.
- 3. Erasures, interlineations or other modifications in the Proposal shall be initiated in original ink by the authorized person signing the Proposal.
- 4. In the case of errors in extension of prices in Proposal, the unit price will govern.
- 5. Any Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the closing time for receipt of Proposals. Faxed or other electronic withdrawals will not be considered.
- 6. All amendments to Proposals must be signed and returned to the Clerk of the Board of Directors with the Proposal on the specified due date and time.
- 7. Proposals will be opened and read in the meeting room of the Board of Directors at the time indicated in the call for proposals. Details of each proposal, including proposed fees shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
- 8. Proposals received after the scheduled closing time for receipt of proposals will be returned, unopened, to the Proposer(s).
- 9. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to the District with respect to price, conformity to Scope of Work, and other factors.
- 10. All proposals may be rejected if the Board determines that rejection is in the public interest.

- 11. The District reserves the right to waive any informalities in accepting and evaluating proposals.
- 12. If a person contemplating a proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in or omissions from said documents, he/she shall submit to the Coconino County Purchasing office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
- 13. It is the responsibility of all Proposers to examine the entire set of Proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a Proposal. The proposer is required to insure that the documents received through any electronic method or Bid posting service are complete. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
- 14. Questions regarding the Scope of Work received less than forty- eight (48) hours before the Proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of Proposal documents. The district is not responsible for any other explanations or interpretations of the proposed documents.
- 15. Any addenda will be mailed or delivered to all who are known by the District to have received a set of Proposal documents, and to offices where Proposal documents have been filed for review purposes. Each Proposer may ascertain prior to submitting his/her Proposal that he/she is in receipt of all addenda issued by telephoning the Purchasing office at (928) 679-7190 Proposer shall acknowledge all addenda in accordance with the instructions on the Proposal.
- 16. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Directors.
- 17. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of sixty (60) days from and including the date of the Proposal opening.
- 18. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.

- 19. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE) which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
- 20. All proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.
- 21. The District and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
- 22. All known subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making the District a party of or to such subcontract, or subjecting the District to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the District shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.
- 23. The offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the District. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 24. The District's purchasing policy is in accordance with ARS 11-254.01. The County Board of District had adopted and approved this policy. The policy can be viewed on the County web site at <a href="http://www.coconino.az.gov/purchasing">http://www.coconino.az.gov/purchasing</a>

4

- 25. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFP, or any portion thereof, must submit a written protest to the Purchasing Specialist. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Specialist within three business days from notification of the recommendation. A complete description of the protest procedures may be found in the County Purchasing Policy located on the County's web site at <a href="http://www.coconino.az.gov/purchasing">http://www.coconino.az.gov/purchasing</a>
- 26. If the District is unable to successfully negotiate a contract with the highest rated offeror, the District may, begin negotiations with the next highest rated proposal, cancel that RFP and re-solicit or completely cancel the RFP.

# STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH IMMIGRATION AND ANTI-TERRORISM LAWS

1.	List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2.	List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)
3.	List any convictions or civil judgments under state or federal antitrust statutes.
4.	List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5.	List any prior suspensions or debarments by any governmental agency.
6.	List any contracts not completed on time.
7.	List any penalties imposed for time delays and/or quality of materials and workmanship.
8.	List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the everify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I,	, as
Name of individual	Title & Authority
of Company Name	, declare under oath that
the above statements, including	ing any supplemental responses
attached hereto, are true.	
Signature	
State of	County of
Subscribed and sworn to before	ore me on this day of
20 by	representing him/herself to be
of	the company named herein.
	Notary public
	My Commission expires:

# AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA	)		
COUNTY OF:	) ss )		
being first duly sworn, de	(Name of Company, eposes and says:	Representative)	
That she/he is	(Title)	of	
		(Name	of Company)
That pursuant to Section That neither he/she nor a			follows:
	(Name of Co	mpany)	
has, directly or indirectly otherwise taken any action			•
	RFP 2015 Inmate Mental He		
By:(Name of Individual/Rep			
Subscribed and sworn to		day of	, 20
Title:			
My Commission expires	:		
(Notary Public)		-	

# Coconino County Jail District RFP 2015-110 Mental Health Services

## 1.0 Purpose

The Coconino County Jail District is requesting proposals from licensed individuals or licensed firms interested in providing Psychiatric Services to inmates detained in the Coconino County Adult Detention Facility. This work shall be contracted as an Independent Contractor (IC).

## 2.0 Background Information

The Jail is located at 951 E. Sawmill Rd, Flagstaff, AZ 86001

The jail houses men, women and remanded youth inmates with an average daily population of 465.

Our current mental health services are being provided through a contract with an Independent Contractor. The Coconino County Detention Facility has on staff, a Mental Health Clinician who is a Master's Level Licensed Clinician. The current proposal is for an Arizona Licensed Psychiatrist or Arizona Licensed Psychiatric Nurse Practitioner to work with the Mental Health Clinician providing mental health services to jail inmates.

In compliance with Inmate Records Laws and Policies, this contract position is subject to a criminal history check, background check and/or polygraph examination.

This mental health care contract is one component of the overall Inmate health services program within the District. The Contractor shall provide all primary mental health care services, staff, equipment, except as excluded herein; (See § 3.21.2), and supplies (other than onsite medications), as well as all onsite specialists.

The District has separate contracts for medical and pharmacy services.

By providing numbers or estimates from the current contract in some of the sections that follow, the Department makes no representation that the number during the term of the Contract will approximate these numbers. The Contractor must abide by its Financial Proposal, regardless of the number actually required/provided during the Contract term.

The Contractor shall ensure that only qualified/licensed Mental Health Professionals will provide required services, as set forth in any federal or State laws, statutes, or

regulations as presently enacted, or which may hereafter be enacted and which are applicable to the District's facilities and the full array of mental health care services to be provided under the Contract that results from this RFP.

The Contractor shall assist the Department and Other Healthcare Contractors with the gathering of all relevant medical information and identification of family members or responsible party to be named as a legal medical guardian in the event that a patient appears to be unable to provide proper informed consent to medical treatment. The Mental Health contractor shall perform evaluations for competency to assist in issues of guardianship.

## 3.0 Scope of Services

The Scope of Services will include, but not be limited to the following:

The IC shall provide in-person or telemedicine inmate psychiatric evaluation and management services in conjunction with the Clinician, including prescribing psychotropic medications within a closed formulary generated in conjunction with the Medical Director, monitoring and recommending specialized post-release care, if necessary.

The IC shall provide psychiatric care that is evidence-based and medically necessary.

The IC shall ensure that inmates with serious mental illness are evaluated and treated promptly so as to prevent deterioration in functioning and behavior.

The IC shall provide medical/psychiatric coordination of care with the clinician and outpatient psychiatric providers, primary care, psychiatric inpatient facilities, the Emergency Department and T36 screening agencies, in order to promote optimal outcomes and to reduce risks and errors.

The IC shall document all medical/psychiatric services and recommendations in the Coconino County Detention Facility's electronic medical records.

The IC shall make recommendations to the Detention Division Commander, or designee, about improving the quality of behavioral health care for inmates, as necessary.

The IC must be available at a minimum of two days a week for between eight (8) - fifteen (15) hours per week depending upon workload. Emergency on-call work may be required in certain situations. It is expected that the IC will work with detention staff for the safety and security of each inmate, employee and the facility.

The IC will report to the Jail Medical Director, or in the absence of the Jail Medical Director, to the person designated by the Detention Division Commander.

#### 4.0 Submittal Requirements

The IC shall describe their qualifications, knowledge and experience in providing similar services. A fee proposal shall be included in the submittal. The County will not pay for any costs not listed in the proposal.

One original (labeled) and four copies must be submitted. The proposal should be submitted with spiral binding or other non-cumbersome way. Please do not submit proposals in three ring binders. A letter of transmittal page must be included and signed in original ink by an authorized person of the submitting company. A minimum of three references for contracts of similar scope including name, contact person and telephone number/email address is desired.

Any questions regarding this solicitation should be directed in writing to Scott Richardson, Purchasing Manager at <a href="mailto:srichardson@coconino.az.gov">srichardson@coconino.az.gov</a>.

Any exceptions to any terms and conditions of this solicitation shall be indicated in the proposal.

#### 5.0 Term of Contract

The term of this contract shall be for one year with four renewable one year options at the County's sole discretion. Either party may terminate this contract with thirty days written notice for any reason.

#### 6.0 Evaluation

The proposals will be ranked according to the following criteria in descending order of importance. After initial receipt each proposal will be evaluated for completeness of service. Discussions, reference checks and interviews may be part of the selection process.

Qualifications and Experience Fee Proposal References

# VENDOR INFORMATION

# RFP 2015-110

Company Name	
Address	
City / State / Zip	<u></u>
()_ Telephone Number	
() Fax Number	
E-Mail Address	
Authorized Signature	
Print Name and Title	Date

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of, 2015,		
BETWEEN		
(hereinafter the "Independent Contractor" or "IC"),		
AND		
COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");		
WHEREAS:		
A. The district has a need for an Independent Contractor to provide professional mental health services to inmates at the Coconino County Adult Detention Center (hereinafter the Services), and;		
B. The District issued RFP 2015-110 in order to obtain the Services, and;		
C. The IC submitted the highest rated proposal, and;		
D. The IC is ready, willing and able to provide the services, and;		
E. The parties wish to contract for the Services according to the terms and conditions in this Agreement.		
THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:		
I. <u>Scope of Work</u>		
TBD per proposal		
II. <u>Compensation</u>		

TBD per proposal

## III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Directors through June 30, 2016. This Agreement may be renewed for four additional one-year terms upon mutual agreement of both parties.

## IV. <u>Termination of Agreement</u>

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall

be the thirtieth (30<sup>th</sup>) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

#### V. Insurance

The Independent Contractor will provide and maintain and cause its subcontractors to provide and maintain appropriate insurance acceptable to the County.

- A. In no event will the total coverage be less than the minimum insurance coverage specified below:
  - i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards. Personal vehicles must have insurance as required by the State of AZ.
- iii. A Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
- iv. Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.
- B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability and professional liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile

liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

#### VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description. including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

## VII. <u>Independent Contractor's Status</u>

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.
- C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.
- D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
- E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

#### VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

## IX. <u>Immigration and Scrutinized Business</u>

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).
- B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.
- D. False certifications may result in the termination of this contract.

# X. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

## XI. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

#### XII. Records

The Independent Contractor will:

- A. Submit all reports and invoices specified in this Agreement.
- B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

## XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

#### XIV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

#### XV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

## XVI. <u>Cancellation of Agreement</u>

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

#### XVII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

#### XVIII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

## XIX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

## XX. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI.	Authority	7
2 X 2 X 1.	Tutilotty	

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties her hereinbefore indicated.	reto have executed this Agreement as of the date
(Name of Independent Contractor )	COCONINO COUNTY
By(Name and title)	By Mandy Metzger, Chair Board of Directors
ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this day of, 2015.	ATTEST:  Clerk of the Board
	Approved as to form:
Notary Public	Deputy County Attorney
My Commission Expires	